

5/20/02

05-23-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇄ ⇄ ⇄

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Credit Agricole Indosuez

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other French Bank

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security

Execution Date: May 15, 2000

2. Name and Address of receiving party(ies)
Name: Omni Services Inc.
Internal Address: _____
Street Address: 14115 Lovers Lane
City: Culpeper State: Virginia Zip: 22701

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Virginia
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/136,906 74/700,150 75/215,523

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
05/23/2002 6TON11 00000088 75136906
40.00 DP
275.00 DP
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

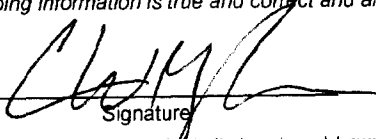
6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 340.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Chad M. Yohn  May 8, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/23/2002
01 FC:481
02 FC:482

Repln. Ref: 05/23/2002 6TON11 0017014600
DAN:500324 Name/Number:75136906
FC: 704 \$25.00 CR

Continuation of Trademark Recordation Coversheet

Continuation of Box 2:

2. Name and Address of receiving party(ies)

Name: Osus, Inc.

Internal
Address: _____

Street Address: 14115 Lovers Lane

City: Culpeper State: Virginia Zip: 22701

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: Delaware

Other _____

3. Name and Address of receiving party(ies)

Name: Rental Uniform Services Inc.

Internal
Address: _____

Street Address: 14115 Lovers Lane

City: Culpeper State: Virginia Zip: 22701

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: Virginia

Other _____

Continuation of Box 4:

B. Trademark Registration No.(s)

| | |
|-----------|-----------|
| 1,771,857 | 1,917,099 |
| 1,944,799 | 1,832,865 |
| 1,754,132 | 1,752,801 |
| 1,750,328 | 1,750,602 |
| 1,655,064 | |

No Additional Pages

RELEASE OF SECURITY

This **RELEASE OF SECURITY** dated May 15, 2000 (this "Release") is entered into by and between each entity identified on Schedule I annexed hereto (each, a "Grantor"), and Credit Agricole Indosuez (formerly Banque Indosuez), as security agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Combined Senior Lenders") party to the Omni AXEL Facility Agreement, the Finobling Facilities Agreement and the Revolving Credit Facility Agreement and the financial institutions ("Mezzanine Lenders") party to the Mezzanine Facilities Agreement. Reference is made to that certain Trademark Security Agreement dated as of January 31, 1997 (recorded in favor of the Secured Party in the United States Patent and Trademark Office on February 12, 1997 on reel no. 1555 and frame no. 0565) in relation to the trademark records listed in Schedule 2 hereof (the "Trademark Security Agreement"). Capitalized terms not otherwise defined shall have the meaning given to them in the Trademark Security Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Secured Party hereby notifies, acknowledges to and agrees with the Grantors that, subject to the terms hereof, Secured Party hereby releases and forever discharges and reconveys to the Grantors all of its right, title or interest of any kind or nature granted, assigned or conveyed by the Grantors pursuant to the Trademark Security Agreement in the trademarks listed in Schedule 2 hereof, including all re-issues divisions, continuations, renewals, extensions and continuations in-part thereof (the "Released Trademarks") and Secured Party acknowledges and affirms that all of its rights and interests in the Released Trademarks (including, without limitation, the right (but not the obligation) to sue for past, present and future infringements in the name of Grantor or in the name of the Security Agent, the Combined Senior Lenders and/or the Mezzanine Lenders) are hereby extinguished.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, each Grantor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

OMNI SERVICES, INC., as Grantor

By: [Signature]
Name: Philippe BERNARD
Its: _____

OSUS, INC., as Grantor

By: [Signature]
Name: Philippe BERNARD
Its: _____

RENTAL UNIFORM SERVICE, INC.
(successor in interest to RENTAL
UNIFORM SERVICE OF DESOTO,
INC.), as Grantor

By: [Signature]
Name: Philippe BERNARD
Its: _____

RENTAL UNIFORM SERVICE, INC.
(successor in interest to RENTAL
UNIFORM SERVICE OF HANOVER,
INC.), as Grantor

By: [Signature]
Name: Philippe BERNARD
Its: _____
CREDIT AGRICOLE INDOSUEZ
as Secured Party

By: 

Name: Laurent CHAUVOIS

Its: _____

CREDIT AGRICOLE INDOSUEZ
as Secured Party

By: 

Name: Patrice VELU

Its: _____

SCHEDULE I

Name of Grantor/ Other
Names under which Grantor
Conducts Business

Omni Service, Inc.

OSUS, Inc.

Rental Uniform Service, Inc.
(successor in interest to Rental
Uniform Service of Desoto,
Inc.)

d/b/a Chuck Howley
Uniform Rental

Rental Uniform Service, Inc.
(successor in interest to Rental
Uniform Service of Hanover,
Inc.)

d/b/a RUS of Hanover
d/b/a RUS of Rockhill
d/b/a RUS of York
d/b/a Sanis York
d/b/a RUS of Columbus
d/b/a RUS of Frederick
d/b/a RUS of Georgetown

S1-1

LD1:22831.4

SCHEDULE II

| <u>Name of Grantor/ Licensee/Registered Owner/Applicant</u> | <u>United States Trademark Description</u> | <u>Registration No./ Serial No.</u> | <u>Registration Date/ Filing Date</u> |
|---|--|---|---|
| Omni Services, Inc. | >>sanis | 1,771,857 | 18 May, 1993 |
| | Images in Action | 1,917,099 | 5 Sept., 1995 |
| | Identity Apparel for Work and Play | 1,944,799 | 26 Dec., 1995 |
| | Prince Michel de Rapidan | 1,832,865 | 26 April, 1994 |
| | Vavin | 1,754,132 | 23 Feb., 1993 |
| | Prince Michel de Virginia | 1,752,801 | 16 Feb., 1993 |
| | Rapidan River | 1,750,328 | 2 Feb., 1993 |
| | Le Ducq | 1,750,602 | 2 Feb., 1993 |
| | Sylviane | 75/136,906 | 22 July, 1996 |
| | Arena First Aid | 74/700,150 | 12 July, 1995 |
| | RUS - The Uniform Company of the World | 75/215,523 | 19 Dec., 1996 |
| | Omni (Common Law Mark) | N/A | N/A |
| | Omni Services, Inc. (assignor) / OSUS, Inc. (assignee) | >>rus | 1,655,064 |
| Rental Uniform Service of Desoto, Inc. (licensee) | Chuck Howley Uniform Rentals | N/A | N/A |
| Rental Uniform Service of Hanover, Inc. | Rental Uniforms of Chicago (Registered in the State of Illinois) | 57,551 | 3 Dec., 1985 |